BILL NO. S-86-05-20

SPECIAL ORDINANCE NO. S- 91-86

AN ORDINANCE approving the Contract for Res. #420-86, Phase II, Miami Village Apartments Storm Sewer Improvement, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and Land Excavating, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract for Res. #420-86, Phase II, Miami Village Apartments Storm Sewer Improvement, by the City of Fort Wayne, by and through its Board of Public Works and Safety and Land Excavating, Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

The Contract for Res. #420-86, Miami Village Storm Sewer Separation is described per the attached Resolution;

the Contract price is One Hundred Fifty-Four Thousand Two Hundred and No/100 Dollars ($154,200.00).

SECTION 2. Prior Approval was requested from Common Council with respect to this Contract on May 13, 1986. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____, the ____ day of ____, 19____, at ____ o'clock ____.M.,E.

DATE: 5-13-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third ~~time~~ in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-27-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-91-86 on the 27th day of May, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 19 86, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29 day of May, 19 86, at the hour of 3:30 o'clock P.M.,E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

PROJECT: MIAMI VILLAGE (STORM SEWER SEPARATION) — RES. NO. 420-86

CONTRACTOR	LAND EXCAV. INC.	J. DEHNER INC.	T-G EXCAV. INC.	BERCOT INC.
NON-COLLUSION AFFIDAVIT	✓	✓	✓	✓
LEGAL STATUS OF BIDDERS				
BID BOD	✓	✓	✓	✓
MBE / WBE STATEMENT	✓	✓	✓	✓
MINORITY FEMALE STATEMENT	✓	✓	✓	✓
EQUAL EMPLOYMENT STATEMENT				
FINANCIAL STATEMENT	✓	✓	✓	✓
CERTIFICATION OF NON-SEGREGATED FACILITIES				

ITEM NO.	DESCRIPTION	ENGINEER'S ESTIMATE UNITS	ENGINEER'S ESTIMATE EXTENSION	LAND EXCAV. INC. U.P.	LAND EXCAV. INC. EXTENSION	J. DEHNER INC. U.P.	J. DEHNER INC. EXTENSION	T-G EXCAV. INC. U.P.	T-G EXCAV. INC. EXTENSION	BERCOT INC. U.P.	BERCOT INC. EXTENSION
1	30" R.C. PIPE CLASS III	160 ± L.F.	8,000.00	47.80	7,648.00	55.76	8,921.60	50.20	8,032.00	71.20	11,392.0
2	24" R.C. PIPE CLASS III	790 ± L.F.	30,020.00	37.80	29,862.00	34.75	27,452.50	44.33	35,020.70	55.85	44,121.5
3	21" R.C. PIPE CLASS III	185 ± L.F.	6,845.00	35.80	6,623.00	45.85	8,482.25	26.60	4,921.00	46.35	8,574.7
4	18" R.C. PIPE CLASS III	165 ± L.F.	5,940.00	32.80	5,412.00	41.93	6,918.45	25.05	4,133.25	43.40	7,161.0
5	15" R.C. PIPE CLASS III	245 ± L.F.	7,350.00	26.80	6,566.00	33.51	8,209.95	22.75	5,573.75	38.70	9,481.5
6	12" R.C. PIPE CLASS IV	1,350 ± L.F.	31,050.00	25.80	34,830.00	21.56	29,106.00	27.60	37,260.00	36.30	49,005.0
7	STD. 48" M.H. TYPE I-B, I-C, I-D, & I-G	8 ± EA	12,000.00	1120.00	8,960.00	1,085.37	8,682.96	1170.00	9,360.00	1900.00	15,200.0
8	STD. 48" M.H. TYPE III-B, III-C, III-F	5 ± EA	4,500.00	890.00	4,450.00	792.00	3,960.00	780.00	3,900.00	1,300.00	6,500.0
9	#53 & #73 SP. BACKFILL (STONE)	2,000 ± CY	24,000.00	6.55	13,100.00	9.15	18,300.00	9.90	19,800.00	12.20	24,400.0
10	MODIFICATION OF EXIST. CATCH BASINS	18 ± EA	7,200.00	290.00	5,220.00	521.40	9,385.20	231.00	4,158.00	460.00	8,280.0
11	ABANDONING OF EXIST. CATCH BASIN	10 ± EA	2,500.00	260.00	2,600.00	448.80	4,488.00	200.00	2,000.00	440.00	4,400.0
12	SPECIAL STRUCTURES	10 ± EA	6,000.00	515.00	5,150.00	811.80	8,118.00	565.00	5,650.00	200.00	2,000.0
13	7" DEEP STRENGTH ASPHALT (#9 BINDER)	1,100 ± SY	24,200.00	15.10	16,610.00	10.87	11,957.00	14.85	16,335.00	29.70	32,670.0
14	1" SURFACE ASPHALT (A-2)	1,300 ± SY	2,925.00	2.50	3,250.00	2.88	3,744.00	2.45	3,185.00	10.45	13,585.0
15	6" SIDEWALK REPLACEMENT (CONCRETE)	50 ± S.Y.	1,250.00	18.00	900.00	19.55	977.50	24.00	1,200.00	35.00	1,750.0
16	CURB REPLACEMENT (CONCRETE)	150 ± L.F.	1,200.00	10.00	1,500.00	10.35	1,552.50	10.50	1,575.00	20.00	3,000.0
17	TREE REMOVAL	LUMP SUM	400.00	319.00	319.00	1035.00	1,035.00	1200.00	1,200.00	700.00	700.0
18	RESTORATION - SEEDING 2" MULCH, AND FERTILIZER (INCL. TOP SOIL)	3,000 ± SY.	3,000.00	0.40	1,200.00	0.75	2,250.00	0.65	1,950.00	1.50	4,500.0
	TOTAL		178,380.00	✓	$154,200.00		163,540.91		165,253.70		246,720.7

				LAND EXCAV. INC.		J. DEHNER INC.		T-G EXCV. INC.		BERCOT INC.	
1A	GAUGE 7 GALVANIZED STEEL SHEETING (IN PLACE)	500 ± S.F.	7,500.00			15.51	7,755.00	16.00	8,000.00	49.00	24,500.0
2	H-BEARING PILES (2-20 V.F. EA)	40 ± V.F.	1,600.00			39.60	1,584.00	46.00	1,840.00	150.00	6,000.0
3	6"-12" RIP-RAP (DUMPED)	40 ± TN	600.00	NO BID		12.19	487.60	21.00	840.00	10.00	400.0
	TOTAL		9,700.00			✓	$9,826.60		10,680.00		30,900.0

BOARD OF PUBLIC WORKS & SAFETY
Invitation for Bids/Award of Contract*
(FEDERALLY-ASSISTED Construction)

PROJECT: "MIAMI VILLAGE APARTMENTS STORM SEWER" CONTRACT # 420-1986

CONTENTS

Check if Contained	Pages	Content Description
X	I	COVER SHEET
X	I-1/I-11	Instructions to Bidders
X	S/1	Schedule
X	SI/1	Scheddle of Items
X	GP/1-GP/17	General Provisions
X	GPA/1-GPA/3	Federal Labor Standards Provisions
X	SP-1/SP-5	Special Conditions
		Plans and Specifications
X	I-VIII	Drawings
X	NA-1 and NP-1	Notice of Award and To Proceed
X	CCO-1/CCO-2	Change Order Form
X	AP-1	Apartheid Policy

ATTACHMENTS

		Certification of Non-Segregated Facility
X	NCA-1	Non-collusion Affidavit
X	BB-1	Bidder's Bond
		State Board of Accounts Form 96-A
X	FS-1	Certificate in Lieu of Financing
X	IWR-1/IWR-2	Prevailing Wage Scale-Indiana
X	FWR-1/FWR-14	Federal Wage Scale
X	PB-1/PB-2	Payment Bond
X	PGB-1/PGB-2	Warranty Bond

Discount for Prompt Payment (See G.P.)	10 Calendar Days ___ %	20 Calendar Days ___ %	30 Calendar Days ___ %	Other ___ %
ACKNOW. OF AMEND.	AMENDMENT # 1	AMENDMENT #	AMENDMENT #	Date

BID SUBMITTED

Land Excavating, Inc.
Contractor
By Jack Brown
Attest: Steve Elonzo
Its President
Offer Date April 16, 1986
Bidder agrees to keep bid open acceptance for ____ (60 Days unless otherwise specified)

COMPLIANCE: J. Adams

O.C.2/85
B.O.W. Fed.

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE-BOARD OF PUBLIC WORKS & SAFETY
David J. Kerl

J. D. Conoalvis

CITY OF FORT WAYNE by its MAYOR

AWARD DATE: 12-23-86

*Note: AWARD WILL BE MADE ON THIS FORM

PROJECT NAME: "Miami Village Storm Sewer Separation" Resoluiton 420-1986 - SI/1A

DATE 4/9/86

ITEM	PHASE I DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
1	30" RC Pipe Class III	160± LF	47.80	7648 -
2	24" RC Pipe Class III	790± LF	37.80	29,862 -
3	21" RC Pipe Class III	185± LF	35.80	6,623 -
4	18" RC Pipe Class III	165± LF	32.80	5,412 -
5	15" RC Pipe Class III	245± LF	26.80	6,566. -
6	12" RC Pipe Class IV	1,350± LF	25.80	34,830. -
7	Std. 48" Manhole Type I-B,I-C,I-D or I-G	8± EA	1120.00	8,960. -
8	STd. 48" Manhole Type III-B,III-C, III-F	5± EA	890. -	4,450. -
9	#53 or #73 Special Backfill (Stone)	2,000± CY	6.55	13,100 -
10	Modification of Existing Catch Basins	18± EA	290. -	5,220 -
11	Abandoning of Existing Catch Basins	10± EA	260. -	2,600 -
12	Special Structures (as per plans, spec. details and specifications)	10± EA	515. -	5,150 -
13	7" Deep Strength Asphalt (#9 Binder)	1,100± SY	15.10	16,610 -
14	1" Surface Asphalt (A-2)	1,300± SY	2.50	3,250. -
15	6" Sidewalk Replacement (concrete)	50± SY	18.00	900. -
16	Curb Replacement (concrete)	150± LF	10.00	1,500. -
17	Tree Removal	Lump Sum	319.00	319 -
18	Restroation-Seeding, 2" Mulch Fertilizer (including top soil)	3,000± SY	.40	1,200 -
	TOTAL PHASE II →			$ 154,200 -
	PHASE I			
1A	Gauge 7 Galvanized Steel Sheeting (in place)	500± SF		
2A	H-Bearing Piles (2-20 VF Each)	40± VF		
3A	6"-12" Rip Rap (dumped)	40± Ton		
	TOTAL PHASE I →			$ NO BID

Summation of AA/EEO Statement
I will be (circle one)
1. Participating Member of Fort Wayne Area Plan
2. Union Contractor
3. Federal Register
4. Percentage Participation Goal Statement ___%

Tom G. 4/16/86 V

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____(cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Copeland Trucking		Hauling
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Soils Engineering & Excavating, Inc.		Trucking
2.		
3.		

E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1.My Company cannot meet the participation goals for the following reasons: _____

_____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

_____

_____

(attach additional sheets as necessary)

Contractor Land Excavating, Inc.

By Jack Braun

Its President

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

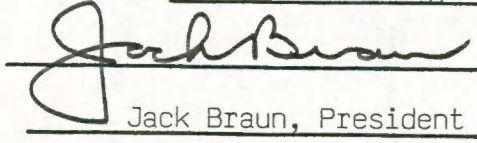
B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____
_____
_____
_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: To date, this goal has been met

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By 

Its Jack Braun, President

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of $10,000.00

A. The Offereor's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time-Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

SCHEDULE

Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

"Miami Village Storm Sewer Separation - Resolution 420-1986"

All work will be performed in accordance with: Resolution No. 420-1986, Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF $154,200.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within ___ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ___ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ price per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Jack Braun

Jack Braun, President

Land Excavating , Inc.

Subscribed and sworn to before me by Jack Braun
this 16 day of April , 1986 .

My Commision Expires:

April 28, 1986

Jay Braun
Notary Public
Resident of Noble County

****

Subscribed and sworn to before me by .....
this ____ day of _____, 198____.

My Commission Expires:

_____

.....
Notary Public
Resident of _____ County

****

Subscribed and sworn to before me by .....
this ____ day of _____, 198____.

My Commission Expires:

_____

.....
Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President

_____, of Land Excavating, Inc.
Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 1985, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 4-16-86

Jack Braun
Signature

Jack Braun, President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 16 day of April, 1986.

Jack Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1986

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Land Excavating, Inc., that same does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 16 day of April, 1986.

Jack Braun
(Name of Bidder/Vendor)

Jack Braun, President
(Name and Title of Person Signing)

The City of Fort Wayne
Water Pollution Control Engineering Department
Room 700 City-County Building, One Main Street
Fort Wayne, IN 46802 (219) 427-1143

10 April 1986

TO: PROSPECTIVE BIDDERS

RE: "Miami Village Storm Sewer Separation - Resolution 420-1986

ADDENDUM #1

Information disclosed and/or questions raised since issuing of project documents required that changes in or interpretations of these documents be made as determined in this Addendum #1.

1. Delete Page SI/1; Insert "new" Page SI/1A (Item #2 shall read: 24" RC Pipe Class III 790± LF)

C. Duane Embury, P.E.,
Reg. Engineer #12854

****

Received this 15th day of April 1986 the above referenced Addendum #1.

Land Excav., Inc. Jack Brown, Foreman

Bidding Contractor

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, IN 46763
as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto Board of Public Works and Safety, City of Fort Wayne, City-County Building, Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid - Dollars ($ - - - - - - - - - - - -),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Miami Village Apartments
Storm Sewer Separation
Resolution 420-1986
Phase II

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16th day of April A.D. 1986

Jay Braun
(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)

Jack Braun
(Title) PRESIDENT

RELIANCE INSURANCE COMPANY

Gerald C. Kramer, Jr.
Gerald C. Kramer, Jr., Attorney-In-Fact

BDR-2305 Ed. 10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, Indiana 46763

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS AND SAFETY,
CITY OF FORT WAYNE
City-County Building
Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, in the amount of ONE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED AND NO/100..

..... Dollars ($ 154,200.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated April 25, 19 86, entered into a contract with Owner for

Miami Village Apartments
Storm Sewer Separation
Resolution 420-1986
Phase II

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this twenty-fifth day of April 19 86

Jay Braun
(Witness)

Jay Braun
(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)

By: Jack Braun
(Title) PRESIDENT

RELIANCE INSURANCE COMPANY

Gerald C. Kramer, Jr.
(Title) Attorney-in-Fact

Performance Bond
Revised to February, 1970

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OR-2304 ED. 7-71

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Admn. Appr. ____

TITLE OF ORDINANCE Contract for Res. 420-86 - Phase II, Miami Village Apts. Storm Sewer ~~Improvement~~

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 420-86, Miami Village Storm Sewer Separation is described per the attached Resolution. Land Excavating, Inc., is the Contractor.

PRIOR APPROVAL REQUESTED 5/13/86 S-86-05-20

EFFECT OF PASSAGE Improved sewer conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $154,200.00

ASSIGNED TO COMMITTEE

BILL NO. S-86-05-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Res. #420-86, Phase II, Miami Village Apartments Storm Sewer Improvement, by the City of Fort Wayne, Indiana, by and through its Board of Public Works and Safety and Land Excavating, Inc.

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
	PAUL M. BURNS CHAIRMAN	
	THOMAS C. HENRY VICE CHAIRMAN	
	BEN A. EISBART	
	JAMES S. STIER	
	MARK E. GiaQUINTA	

CONCURRED IN 5-27-86

SANDRA E. KENNEDY
CITY CLERK